

ARTICLE 1: FULL NAME OF AGREEMENT.

The full name of this Agreement is the "Transpacific Carrier Services, Inc. Agreement".

ARTICLE 2: PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to assist the constituent agreements which are Parties hereto (hereinafter "constituent agreements") in fulfilling obligations imposed by law or required by a constituent agreement through providing administrative and staff support functions.

ARTICLE 3: PARTIES TO THE AGREEMENT.

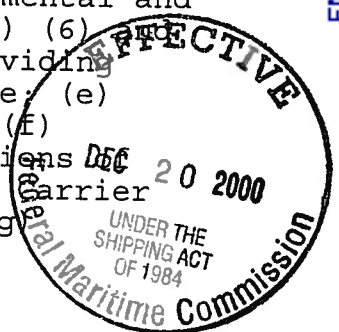
The Parties to the Agreement are Transpacific Carrier Services, Inc., a California mutual benefit nonprofit corporation, and the constituent agreements listed in Appendix A and Carriers listed in Appendix C. Similar agreements may be added and deleted as constituent agreements as set forth in Article 7, effective as of the earliest date permitted by the United States Shipping Act of 1984, as provided in foreign law or as agreed with Transpacific Carrier Services, Inc., whichever date is the later.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT.

The administrative support provided under this Agreement is not geographically specific, and the geographic scope of the Agreement is the same as the geographic scope of all constituent agreements.

ARTICLE 5: AGREEMENT AUTHORITY.

5.1 This Agreement authorizes Transpacific Carrier Services Inc. to provide staffing and administrative support to constituent agreements including, but not limited to, (a) preparation and filing with governmental agencies and distribution to members of tariffs, service contracts, agreement amendments, minutes, responses to inquiries, comments, protests, petitions, legal defenses or complaints; (b) distribution of tariffs to subscribers; (c) carrying on public, governmental and shipper/consignee relations as required by section 5(b) (6) (7) of the United States Shipping Act of 1984; (d) providing staff and arranging for accounting and legal assistance; (e) gathering and distributing statistics and trade data; (f) collecting assessments or dues, pursuant to the provisions of constituent agreements to pay expenses of Transpacific Carrier Services Inc. incurred on behalf of such agreements; (g) facilitating through communication between constituent



5.2 Membership in Transpacific Carrier Services Inc., a membership corporation, is open to any ocean common carrier which is also a member of any constituent agreement.

5.3 Transpacific Carrier Services Inc. may enter into contracts or other arrangements with the constituent agreements and/or their members with respect to the type and manner of services to be performed on behalf of those agreements. The constituent agreements and their members may also enter into contracts or other arrangements with respect to the type and manner of services to be performed on behalf of the agreements and the allocation of costs and responsibilities and other terms and conditions with respect to those services.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY.

6.1 The officials of the Agreement shall be those designated by the ocean common carrier members of Transpacific Carrier Services Inc. under its by-laws.

6.2 Upon action taken by the Parties in accordance with this Agreement, any official of the Agreement and Agreement Counsel (including all members of the law firm of Agreement Counsel) are each authorized to execute and file amendments to this Agreement with the Federal Maritime Commission on behalf of the Parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, ADMISSION AND EXPULSION.

7.1 Constituent agreements whose members consist of ocean common carriers may become Parties hereto upon obtaining the agreement of Transpacific Carrier Services Inc., executing a counterpart copy of this Agreement and complying with requirements of applicable law.

7.2 Membership herein may be terminated by mutual consent of Transpacific Carrier Services Inc. and the constituent agreements.

7.3 Any constituent agreement may withdraw as a Party upon giving sixty (60) days notice to Transpacific Carrier Services Inc.

7.4 Transpacific Carrier Services Inc. may, upon sixty (60) days written notice, terminate the membership herein of any constituent agreement without its consent by reason of the

TRANSPACIFIC CARRIER SERVICES INC. AGREEMENT  
FMC AGREEMENT NO. 203-011409-006

APPENDIX A

WESTBOUND TRANSPACIFIC STABILIZATION AGREEMENT  
1901 Harrison Street, Suite 1620  
Oakland, CA 94612

TRANSPACIFIC SPACE UTILIZATION AGREEMENT  
1901 Harrison Street, Suite 1620  
Oakland, CA 94612

ASIA NORTH AMERICA EASTBOUND RATE AGREEMENT  
1901 Harrison Street  
Suite 1620  
Oakland, CA 94612

(Note: The commercial authority of the Asia North America  
Eastbound Rate Agreement is currently suspended.)

TRANSPACIFIC STABILIZATION AGREEMENT  
1901 Harrsion Street  
Suite 1620  
Oakland, CA 94612

TRANSPACIFIC CONFERENCE SERVICES INC. AGREEMENT  
FMC AGREEMENT NO. 203-011409-006

APPENDIX C -- CARRIER PARTIES TO THE AGREEMENT

American President Lines, Ltd. and  
APL Co. Pte. Ltd. Operating as A  
Single Carrier and As a Single Member)  
1111 Broadway, 9th Floor  
Oakland, California 94607

Evergreen Marine Corporation  
Evergreen Building  
330, Mincheng East road  
Taipei, Taiwan

Hanjin Shipping Co., Ltd.  
9th Floor, 25-11, Yoldo-dong,  
Youndeungpo-ku, Seoul, Korea

Hapag-Lloyd Container Linie GmbH  
Ballindam 25  
2000 Hamburg 1, Germany

Hyundai Merchant Marine, Co., Ltd.  
15th Floor, Hyundai Building  
178 Se ChongRo, Chongro-Ku  
Seoul, Korea

Kawasaki Kisen Kaisha, Ltd.  
Hibiya Central Building  
2-9 Nishi-Shinbashi 1-chome  
Minato-Ku  
Tokyo 105, Japan

A.P. MOLLER-MAERSK SEALAND  
50 Esplanaden  
DK-1098, Copenhagen K

Mitsui O.S.K. Lines, Ltd.  
1-1, Toranomom, 2-Chome  
Minato-Ku  
Tokyo 105-91 Japan

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Signature Page

IN WITNESS WHEREOF, the parties to Agreement No. 203-011409 hereby agree this 20th day of December, 2000, to amend the Agreement per the attached revised pages, and to file the same with the Federal Maritime Commission.

American President Lines, Ltd.  
and APL Co. Pte. Ltd.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Nippon Yusen Kaisha, Ltd.

By: David F. Smith  
Name: David F. Smith  
Attorney-in-Fact

Evergreen Marine Corporation

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Orient Overseas Container  
Line, Inc.

By: David F. Smith  
Name: David F. Smith  
Attorney-in-Fact

Hanjin Shipping Co., Ltd.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

P&O Nedlloyd B.V.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Hapag-Lloyd Container Linie GbmH

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

P&O Nedlloyd Limited

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

TRANSPACIFIC CARRIER SERVICES INC. AGREEMENT  
FMC AGREEMENT NO. 203-011409-006

Signature Page (Continued)

Hyundai Merchant Marine, Co.,  
Ltd.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Yang Ming Lines

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Kawasaki Kisen Kaisha, Ltd.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

Mitsui O.S.K.Lines, Ltd.

By: David F. Smith  
Name: David F. Smith  
Attorney-in-Fact

A.P. MOLLER-MAERSK SEALAND

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

China Ocean Shipping (Group)  
Co.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact

CMA CGM S.A.

By: David F. Smith  
Name: David F. Smith  
Title: Attorney-in-Fact